

**MEMORANDUM OF UNDERSTANDING
BETWEEN
The KIPP Foundation
AND
Davidson College**

This MEMORANDUM OF UNDERSTANDING (“MOU”) is hereby made and entered into by and between Davidson College and The KIPP Foundation (“KIPP”).

A. PURPOSE OF MOU:

The purpose of this MOU is to develop and expand a partnership between Davidson College and KIPP to develop programs, projects, and activities that will address college persistence challenges for students from low-income families who are also often first-generation college students.

B. PARTNERSHIP OBJECTIVES:

The main objectives of the partnership are to:

- Expose KIPP students to a residential liberal arts college experience that will instill an appreciation for greater learning and allow them to attend and graduate from college at a higher rate;
- Attract more KIPP students to Davidson College, where they will have the opportunity to excel academically and contribute as leaders on campus and in the larger community;
- Achieve a 90% 6-year graduation rate for KIPP alumni who enroll at Davidson College (hereinafter referred to as “Davidson KIPP Alumni”); and
- Provide opportunities for the leadership and staff of both KIPP and Davidson College to meet and create new strategies to address the challenges of college faced by students from low-income families who are also often first-generation college students.

C. KIPP RESPONSIBILITIES: By signing this MOU, KIPP agrees to do the following:

Support recruitment of KIPP students to Davidson College by:

- Collaborating with KIPP schools and regions to provide Davidson College access to recruit high performing candidates from the KIPP school network;
- Providing Davidson College’s admission office with access to contact and profile information for KIPP students who are potential candidates for Davidson College, as permitted by federal and state student privacy laws;
- Subject to federal and state student privacy laws, using reasonable efforts to provide Davidson College’s admission office with a list of KIPP alumni who, to KIPP’s knowledge, are applying for admission;

- Providing opportunities for Davidson College representatives to meet with KIPP educators and KIPP Through College staff from across the country at the annual KIPP School Summit and other relevant KIPP gatherings;
- Collaborating with KIPP schools and regions to portray Davidson College as an attractive higher education option and official “KIPP College Partner” to its current students, and encouraging students to pursue Davidson College opportunities such as campus visits and Davidson’s pre-college program, July Experience; and
- Listing Davidson College as a “KIPP College Partner” on KIPP publications, websites, and social media platforms.

Provide KIPP’s College Partnership Director as a single point of contact to manage the partnership commitment between Davidson College and KIPP by:

- Managing communications with Davidson College;
- Coordinating and attending semi-annual meetings of Davidson College leadership and staff and KIPP leadership and staff to review partnership success and offer feedback and new ideas for the sole purpose of bettering the partnership. Meetings will be held in person at a mutually convenient location or at KIPP School Summit; and
- Coordinating with KIPP Through College counselors and other KIPP staff who are involved in partnership programs and activities.

Collaborate to improve college persistence and completion of Davidson KIPP Alumni by:

- Providing feedback from Davidson KIPP Alumni on what programs, projects and strategies effectively support first generation college students from low-income families; and
- Collaborating with Davidson College staff to design on-campus workshops and programs for Davidson KIPP Alumni to improve persistence (e.g., FAFSA renewal information sessions, peer-to-peer mentoring, etc.).

Allow Davidson College to use the designation “KIPP College Partner” publicly.

Create opportunities to align K-16 curriculum by advising KIPP on middle school and high school course sequences that best prepare students for college, at the request of KIPP.

E. DAVIDSON COLLEGE RESPONSIBILITIES: By signing this MOU, Davidson College agrees to do the following:

Appoint a campus liaison at the Vice Presidential level who will be responsible for managing the relationship with KIPP’s College Partnership Director and other KIPP staff. The campus liaison will:

- Identify at least one member of the teaching faculty and one professional staff member to assist with executing the college partnership commitments made by Davidson College;

- Along with the KIPP College Partnership Director, coordinate and attend semi-annual meetings of Davidson College leadership and staff and KIPP leadership and staff to review partnership success and offer feedback and new ideas for the sole purpose of bettering the partnership. Meetings will be held in person at a mutually convenient location or at KIPP School Summit;
- Serve as a college partnership ambassador to other colleges and universities interested in partnering with KIPP;
- Ensure that Davidson College's academic and student life departments coordinate effectively to meet the needs of Davidson KIPP Alumni;
- Allocate adequate staff to conduct pre-enrollment outreach to ensure that KIPP students and alumni who have been admitted to Davidson College ("KIPP Matriculates") transition smoothly from high school to Davidson College, including but not limited to:
 - Helping KIPP Matriculates secure housing
 - Hosting on-campus events for KIPP Matriculates and their families
 - Developing and implementing affinity activities and structures for incoming KIPP Matriculates and Davidson KIPP Alumni;
- Appoint staff to facilitate mentoring meetings and activities between older Davidson College students and younger Davidson KIPP Alumni throughout the college experience;
- Ensure that quarterly meetings, by phone or in person, are held between Davidson KIPP Alumni, Davidson College staff, and KIPP staff to discuss the quality of Davidson KIPP Alumni's campus experience as well as any topics relevant to college persistence; and
- Work with the appointed member of the teaching faculty and professional staff member to identify early alert triggers that decrease persistence and proactively work with Davidson KIPP Alumni and KIPP Through College counselors and advisors to counter those triggers.

Recruit, admit and seek to enroll a cohort of qualified KIPP alumni, targeting enrolling approximately 10 students per year beginning in the 2013-2014 academic year and each year thereafter by:

- Targeting KIPP students and alumni during fall application outreach efforts (e.g., visiting KIPP schools and schools attended by KIPP alumni, inviting KIPP students and alumni to regional receptions and campus preview, sending targeted mailings, hosting KIPP students and alumni on campus, etc.);
- Educating KIPP Through College counselors and advisors about Davidson College (e.g., by inviting them to campus visits or campus events, or by sending Davidson College representatives to KIPP events, etc.);
- Promoting Davidson College's pre-college opportunities to KIPP students, alumni, and KIPP Through College counselors;
- Identifying a single point of contact in the admissions office who will track KIPP student and alumni applicants and support them in the Davidson College application process; and
- Using a holistic admission review process that considers the unique character, background, leadership potential, and diversity that KIPP applicants would

contribute to Davidson College's academic environment and community, while ensuring that they would be successful in Davidson's academic climate.

Beginning in the summer of 2012 and each year thereafter, host 10 KIPP students as part of Davidson's July Experience at no cost to those who attend. The goals of the program will include:

- Strategies for success aimed at achieving college persistence and college completion within four to six years;
- Exposing KIPP students to the rigor and expectations of the college experience;
- Preparing KIPP students for the college application process (e.g., financial aid and essay-writing workshops);
- Exposing KIPP students to rigorous college-level coursework with Davidson College faculty through academic courses;
- Providing staff mentorship to support the social and emotional needs of participating students, manage the program's operations, and ensure that the program meets the goals agreed upon by KIPP and Davidson College; and
- Providing an on-campus residential experience and opportunities to explore the surrounding community through volunteerism and service learning.

Make higher education more affordable for KIPP Matriculates by:

- Offering financial aid packages that meet 100% of the demonstrated need of all KIPP Matriculates through sources of funding that do not require repayment. This includes scholarships and grants, but not loans.
- Supporting efforts to identify scholarship dollars for KIPP students who meet certain academic requirements;
- Ensuring that outside scholarships lower or reduce self-help components of KIPP Matriculates' financial aid packages (including but not limited to work study) and fund one-time purchases of academic tools (i.e., computer) before they are applied against any Davidson-funded grants or scholarships;
- Waiving application fees and allowing flexibility in deposit amounts based on demonstrated need; and
- Allowing older Davidson KIPP Alumni and/or other students enrolled at Davidson College to use work-study dollars, as available, to mentor younger Davidson KIPP Alumni.

Subject to federal and state student privacy laws, track and share academic data of Davidson KIPP Alumni with KIPP by:

- Executing a Family Educational Rights and Privacy Act ("FERPA") agreement that allows the sharing of student level data; and
- Tracking and compiling Davidson KIPP Alumni student data, including course selection, non-credit/remediation classes, cumulative GPA, and majors and enrollment rosters.

Allow KIPP to refer to Davidson College as a "KIPP College Partner" publicly.

F. IT IS MUTUALLY UNDERSTOOD AND AGREED BY AND BETWEEN THE PARTIES THAT:

1. **MODIFICATION.** Modifications to this agreement shall be made by mutual consent of the parties, by the issuance of a written modification, signed and dated by authorized officials, prior to any changes being performed.
2. **USE OF DAVIDSON COLLEGE'S LOGO.** Davidson College grants KIPP permission to use Davidson College's logo for the exclusive use and purpose of promoting Davidson College and the college partnership program on materials distributed to KIPP schools, students and alumni, and on KIPP websites.
3. **USE OF DATA.** Both KIPP and Davidson College may use data about KIPP alumni who apply to, matriculate at, attend, and graduate from Davidson College in public reports subject to state and federal law regarding student privacy and education records with prior approval of the other party..
4. **PARTICIPATION IN SIMILAR ACTIVITIES.** This agreement in no way restricts KIPP or Davidson College from participating in similar activities with other public or private agencies, organizations, and individuals.
5. **TERMINATION.** Either party, upon thirty (30) days written notice, may terminate the agreement in whole, or in part, at any time.
6. **PRINCIPAL CONTACTS.** The principal contacts for this instrument are:

Davidson College: Christopher Gruber
Vice President and Dean of Admission and Financial Aid
Box 7156
Davidson, NC 28035
704-894-2710
chgruber@davidson.edu

KIPP Foundation: Craig Robinson
KIPP Foundation | National Director of Alumni Services
520 8th Avenue, Suite 2005 | New York, NY 10018
Direct: 646-381-1709 | Office: 212-233-5477 x7709 | Fax: 212-233-5454
Cell: 917-224-8258
crobinson@kipp.org

7. **STUDENT PRIVACY.** The parties agree to abide by the Family Educational Rights and Privacy Act ("FERPA") and any other applicable federal and state laws/regulations addressing student privacy.

Davidson College shall be responsible for obtaining from each Davidson KIPP Alumnus/Alumna, prior to disclosing any records to KIPP that are protected by

FERPA or any other applicable federal and state laws, a signed informed consent that allows Davidson College to share the student's academic records with KIPP.

KIPP shall be responsible for obtaining from each current KIPP student, prior to disclosing any records to Davidson College that are protected by FERPA or any other applicable federal and state laws, a signed informed consent that allows KIPP to share the student's academic records with Davidson College.

8. **COMMENCEMENT DATE**. This agreement is executed as of the date of last signature.
9. **LIABILITIES**. It is understood that no party to this MOU is the agent of the other, and no party is liable for the wrongful acts or negligence of the other. Each party shall be responsible for its negligent acts or omissions and those of its officers, employees, agents or students (if applicable), howsoever caused, to the extent allowed by their respective state laws.
10. **RENEWAL**. The parties will review this agreement on bi-annual basis and will decide at that time whether the agreement will be renewed for additional year(s).
11. **CHOICE OF LAW**. The validity, interpretation, and performance of this agreement shall be governed by the laws of the State of North Carolina, excluding its principles of conflicts of laws.
12. **ENTIRE AGREEMENT**. This agreement contains the entire agreement and understanding between the parties, and supersedes all prior agreements or understandings, whether written or oral, relating to all or any part of the undertakings set forth in this agreement.
13. **NO THIRD PARTY BENEFICIARIES**. This agreement is for the sole benefit of the parties hereto and nothing herein shall be construed to create any rights in third parties.

IN WITNESS WHEREOF, the parties hereto have executed this agreement as of the last written date below.

FOR: **Davidson College**

Date: 4 Nov 2011


Name and Title: Carol E. Quillen, President

FOR: **The KIPP Foundation**

Date: 11.17.11


Name and Title: Richard Barth, CEO